

Steven J. Pitterle  
Director - Negotiations  
Network Services

  
**Network Services**  
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May 4, 2001

Ms. Shirley Manning  
President/General Manager  
Lincolnville Communications, Inc.  
133 Back Meadow Road  
Nobleboro, ME 04555

Re: Requested Adoption Under Section 252(i) of the TA96

Dear Ms. Manning:

Verizon New England Inc., d/b/a Verizon Maine ("Verizon"), has received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996 (the "Act"), Lincolnville Communications, Inc. ("Lincolnville") wishes to adopt the terms of the Interconnection Agreement between Revolution Networks, LLC f/k/a Community Service Long Distance d/b/a CommTel Communications ("Revolution") and Verizon that was approved by the Maine Public Utilities Commission (the "Commission") as an effective agreement in the State of Maine, as such agreement exists on the date hereof after giving effect to operation of law (the "Terms"). I understand Lincolnville has a copy of the Terms. Please note the following with respect to Lincolnville's adoption of the Terms.

1. By Lincolnville's countersignature on this letter, Lincolnville hereby represents and agrees to the following three points:
  - (A) Lincolnville adopts (and agrees to be bound by) the Terms of the Revolution/Verizon agreement for interconnection as it is in effect on the date hereof after giving effect to operation of law, and in applying the Terms, agrees that Lincolnville shall be substituted in place of Revolution Networks, LLC f/k/a Community Service Long Distance d/b/a CommTel Communications and Revolution in the Terms wherever appropriate.

- (B) Lincolnville requests that notice to Lincolnville as may be required under the Terms shall be provided as follows:

To : Lincolnville Communications, Inc.  
Attention: Ms. Shirley Manning  
133 Back Meadow Road  
Nobleboro, ME 04555  
Telephone number: 207-563-9911  
FAX number: 207-563-6740  
Email address: mannings@tidewater.net

- (C) Lincolnville represents and warrants that it is a certified provider of local telecommunications service in the State of Maine, and that its adoption of the Terms will cover services in the State of Maine only.
2. Lincolnville's adoption of the Revolution Terms shall become effective upon the date of filing of this adoption letter with the Commission (which filing Verizon will promptly make upon receipt of an original of this letter countersigned by Lincolnville) and remain in effect no longer than the date the Revolution/Verizon agreement terminates. The Revolution/Verizon agreement is currently scheduled to terminate on January 21, 2003. Thus, the Terms adopted by Lincolnville also shall terminate on that date.
  3. As the Terms are being adopted by you pursuant to your statutory rights under section 252(i), Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does not in any way constitute a waiver by Verizon of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of Lincolnville's 252(i) election.
  4. On January 25, 1999, the Supreme Court of the United States ("Court") issued its decision on the appeals of the Eighth Circuit's decision in *Iowa Utilities Board*. Specifically, the Supreme Court modified several of the FCC's and the Eighth Circuit's rulings regarding unbundled network elements and pricing requirements under the Act. *AT&T Corp. v. Iowa Utilities Board*, 119 S. Ct. 721 (1999). Certain provisions of the Terms may be void or unenforceable as a result of the Court's decision of January 25, 1999, the United States Eighth Circuit Court of Appeals' decision in Docket No. 96-3321 regarding the FCC's pricing rules, and the current appeal before the U.S. Supreme Court regarding the FCC's new UNE rules. Moreover, nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commissions, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Terms.

5. Verizon reserves the right to deny Lincolnville's adoption and/or application of the Terms, in whole or in part, at any time:
  - (a) when the costs of providing the Terms to Lincolnville are greater than the costs of providing them to Revolution;
  - (b) if the provision of the Terms to Lincolnville is not technically feasible; and/or
  - (c) to the extent that Verizon otherwise is not required to make the Terms available to Lincolnville under applicable law.
6. For avoidance of doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Verizon never intended for reciprocal compensation to be paid for Internet traffic in the underlying agreement, and has always taken the position that reciprocal compensation was not due to be paid for Internet traffic in the underlying agreement nor under applicable law. Verizon's position that reciprocal compensation is not to be paid for Internet traffic under the Terms was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001, which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act.<sup>1</sup>
7. Should Lincolnville attempt to apply the Terms in a manner that conflicts with paragraphs 3-6 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.

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<sup>1</sup> Order on Remand and Report and Order, In the Matters of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) ¶44.

Please arrange for a duly authorized representative of Lincolnville to sign this letter in the space provided below and return it to the undersigned.

Sincerely,

VERIZON NEW ENGLAND INC.,  
D/B/A VERIZON MAINE

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Steven J. Pitterle  
Director – Negotiations  
Network Services

Reviewed and countersigned as to points A, B, and C of paragraph 1:

LINCOLNVILLE COMMUNICATIONS, INC.

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(SIGNATURE)

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(PRINT NAME)

c: R. Ragsdale – Verizon  
J. Donahue – Preti

[Attachment](#)